STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. OXF.92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A,ST.HILAIRE

MEMORANDUM OF DECISION

Submitted on Brief June 3, 1993
Decided July 1,1993.

Defendant Clement A.St.Hilaire appeals from an order of the Superior Court(Oxford County, Alexander, Jr.) arising from his failure to pay money owed to Plaintiff Grace St.Hilaire, his former wife, pursuant to a divorce judgment, subsequently amended. The order committed St.Hilaire to the Oxford County Jail until payment was made and ordered him to pay $600. toward Grace's attorney Fee's. Contrary to St.Hilaire's contentions, We discern no clear error or abuse of discretion in the Court's order. Moreover, because St.Hilaire has paid the amount due under the order, his objection

to that part of the order mandating his incarceration is moot. International Paper Co. v. United Paperworkers Int'l Union, 551 A2d 1356, 1361 (Me. 1988)

The Entry is: Judgment Affirmed.

Before Wathen, C.J. and Roberts, Glassman, Clifford, Collins, Rudman, Dana J.J.

Counsel Grace

Robert E.Mullen, Esq.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV 81-152

GRACE A. ST. HILAIRE
Plaintiff

vs. ORDERED

CLEMENT A. ST. HILAIRE
Dated Aug 7, 1992

Based on the Judgment stated on the record, defendant is in contempt for failure to pay $ 11,119.11.

ordered

1. Defendant is committed to the Oxford County Jail, and he may be released upon payment of the $11,119.11 to Plaintiff payment to be made through plaintiff's counsel.

2. Plaintiff is awarded an additional $ 600.00 toward attorney's fees associated fees associated with litigating this matter after March 26, 1991.

Dated: August 5, 1992,

Donald G. Alexander
Justice Superior Court.

CHECH MADE TO LINNELL, CHOATE, &WEBBER

Attorneys at Law.
83 Pleasant St
Auburn, Maine

FLEET BANK Dated 8-6-92

PAY TO THE ORDER

LINNELL CHOATE & WEBBER

AMOUNT 11,119.11

Clement A.St.Hilaire

8/6/92

Received of Tim o/b/o Clement A.St.Hilaire

Eleven Thousand one hundred nineteen dollars

For SEE order of 8/5/92 Justice Alexander

AMT. 11,119.11

ROBERT E.Mullen.

STATUTORY SHORT FORM MORTGAGE
DEED.

THAT I, CLEMENT A.ST.HILAIRE
of Rumford,Maine ,Oxford, County,Maine
being unmarried, for consideration paid,
grant to Raymond J.Collette Arsenault
of Rumford, Maine, Oxford County, Maine
Whose Mailing adress is: Holyoke St.
Rumford, Maine 04276.
With Mortgage Covenants, to secure the
payment of Eleven Thousand .oo/oo dollars
in 12 Months years with 10.% Interest
percent interest per annum.
payable in 1,000 Monthly installments,
as provided in this note of even date,
The Land in Rumford. Maine Oxford, Maine.
scription and encumbrances;
DEED BOOK 477 Pages 353 and 354
deed Dated November 16, 1978 Book 1014
Page 70 Being the Same premises conveyed
to the within Grantor by Warranty Deed
From Davis Florist Inc. To Be Recored.
Also hereby Conveying all rights,ease
ments,

Privileges, and appurtenances belonging to the premises hereinabove described: This Mortgage is upon the Statutory Condition, for any Breach of which the Mortgagee shall have the Remedies provided by LawIncluding without Limitation, foreclosure under any legal method existing at this time this Mortgage becomes in Default.

Clement A.St.Hilaire Single of said Grantor, join as grantor and releases all rights by descent and all other rights.

WITNESS his Hand and Seal this 7th day of August 1992.

Shannon R. Field

Clement A.St.Hilaire

Lorraine Y. Bard.
Notary Public.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO.CV-81-152

GRACE A.ST.HILAIRE
PLAINTIFF

vs. DIVORCE JUDGMENT

CLEMENT A.ST.HILAIRE
Defendant

Dated Dec.8,1983.

After Notice to the parties, this matter came on for hearing before this Court on November 7, 1983. Plaintiff and Defendant appeared in person and through counsel, testified and presented evidence on their own behalves.

Pursuant to the testimony and evidence offered by the parties and received into evidence, it is Ordered, Adjudged and Decreed as follows:

1. That a divorce is granted to the parties on the complaint and the counterclaim on the grounds of Irreconcilable Marital Differences.

2. That the care and custody of the parties minor child, Scott, age 15, d.O.B.

October23, 1968, is awarded to Plaintiff.

3. The Defendant is granted the right to visit and be visited by the Parties'minor child at all reasonable and proper times.

Page 2.

4. The Defendant is ordered to be responsible for all medical, surgical, orthopedic, hospital,optical,dental, orthodontic,pharmaceutical and mental health expenses reasonably and necessarily incurred for and on behalf of the parties' said minor child.

5. The Defendant is ordered to pay to Plaintiff the Sum of Fifty andoo/100 Dollars (50.00) per week for and on behalf of the parties' said minor child, effective immediately, the first payment to be made on or before December 10,1983.

In setting the amount of support for said child, the court has considered fully the child's present physical condition which requires his wearing of a back brace and its effects on his personal needs and activities as well as the Defendant's Ability to pay support in this Amount.

Continued Dec.8,1983 Decree

6. The Defendant is ordered to pay to the Plaintiff the Sum of One Hundred and oo/100 Dollars ($100.00) perweek as Alimony, effective immediately, first payment to be made on or before December 10, 1983. It is further ordered that upon the Sale of the Parties' principal residence or disposition of the Insurance Company, whichever occurs first, in accordance with the Court's Order as noted below, said Alimony payments shall be decreased by one quarter (25%), and at such time as the Defendant shall have complied with the terms of this Order concerning both the Insurance agency and the sale of the parties principal residence and have paid out the proceeds thereof as noted below, said Alimony payments shall be Decreased by another Quarter (25%) of the Original Amount. Further, said Alimony Payments shall be decreased by another Quarter (25%) of the original amount at the

Expiration of 5 years from the date of this order and that all Alimony payments shall cease at the expiration of 10 years from the date of this order.

7. The Court sets aside and award to each of the parties the marital personal property which each party had within their exclusive possession, custody and control on the date of the hearing November 7,1983, except as noted below.

A. Each party is awarded any and all bank accounts of whatever nature and description and the proceeds therein which were in their individual names as of November 7, 1983 To the extent that there were in existence any Joint Bank accounts of any type or description or other similar type accounts standing in the names of both of the parties, they are to be divided equally between them.

B. The Defendant shall pay to Plaintiff the Sum of 600.00 and Plaintiff shall convey to Defendant her interest in the

Parties' "Camping Trailer."

C. The Defendant shall pay to Plaintiff the Sum of Two thousand and 00/100 Dollars ($2,000.00) and Plaintiff shall Convey to Defendant her interest in the Parties' "Camp" located on Leased Land at Garland Pond.

D. The Defendant is awarded the 1984 Buick automobile currently in his Possession.

E. The Plaintiff is awarded the 1981 Buick automobile currently in her Possession.

F. Any Stocks and Bonds or similar items owned by the parties not otherwise disposed of in this judgment shall be divided equally between them.

G. Each party is to be responsible for any indebtedness incurred or existing on personal property awarded to that person.

8. The Principal residence owned by the parties and all real estate adjacent to and associated with said residence pro-

Perty is ordered sold in a commercially reasonable manner so as to bring the best possible price. The Defendant is to be primarily responsible for the carrying out of this sale which must be conducted with in 2years of the date of this order. After payment of any taxes, cost or fees, exclusive of any broker's fee, which fee shall be paid from Defendant's share of the proceeds, the net proceeds of said sale are to be divided equally between the parties however, provided that the minimun payment which shall be made to Plaintiff from the sale of said house is twenty four thousand dollars, ($24,000) the Defendant is to have Exclusive right to possession and use of the premises pending sale of the property. Futher, the Defendant shall be responsible for all repairs, maintenance, upkeep,and payment for charges of utilities, heat and taxes. The Defendant shall not suffer waste to said premises nor encumber the same in any manner without the expressed written

consent of the Defendant.

9. The Court finds that the fair market value of the insurance agency jointly owned by the parties is Forty-three thousand, seven hundred and Fifty and 00/100 Dollars (43,750.00) including real estate and buildings there on together with furniture, fixtures, equipment and inventory of the business. Accordingly, The Court sets aside to the Plaintiff a one half interest in said business and orders the Defendant to pay to Plaintiff the sum of Twenty-One Thousand eight hundred seventy two and 50/100 Dollars ((21,872.50) . It is further ordered that the Defendant may make payment to the Plaintiff of this amount within six months hereof or may within said period execute a promissory note in favor of the Plaintiff for said amount payable monthly over a period of 10 years together with lawful interest thereon in an amount equal to that legally chargeable on judgments pur-

suant to Maine statutes (T.14 M.R.S.A.) (1602)

10. Further, The Court orders the Defendant to pay to Plaintiff's Counsel the Sum of three thousand and 00/100 Dollars ($3,000) towards counsel fees, expenses and costs incurred on her behalf. Execution to issue forthwith to secure Payment thereof.

11. Counsel for Defendant shall be Respon sible for preparing and recoeding the decr- ee, of divorce or appropriate abstract and for payment of fees thereon pursuant to t. 19 M.R.S.A. 722 A.

Dated December 7, 1983 Thomas E. Delahanty
Justice Superior Court.

STATE OF MAINE SUPERIOR COURT

OXFORD,ss. CIVIL ACTION

DOCKET NO.CV-81-152

GRACE A.ST.HILAIRE
PLAINTIFF

vs. ORDER AMENDING DIVORCE JUDGMENT

CLEMENT A.ST.HILAIRE

Dated Aug 5, 1986.

This cause came on for hearing upon the Order of this Court Dated July 3,1986 Pursuant to the terms of that Order, the defendant was obligated to take certain affirmative action to market and sell the parties' marital residence. He has Failed to do so and is in contempt of that Order and The Divorce Judgment of December7, 1983.

I. Amended Judgment.

The Plaintiff is entitled to enforcement of the Judgment. It is therefore Ordered, Rdjudged and Decreed that the Divorce Judgment of December 7, 1983 is Amended by Stricking and Deleting Paragraph 8, (Page4and5) and Substituing.

8. The Principal residence owned by the parties and all real estate adjacent to and associated with said residence property is ordered sold in a commercially reasonable manner so as to bring the best possible price. Effective immediately Plaintiff shall have sole and exclusive right to use and possession of the marital residence property and all rights as may be necessary to market and sell the property.

The Defendant shall vacate said premises and remove all personal property and belonging from the residence on or before August 8,1986. If the Defendant fails to abide by this Order, A writ of Possession Shall issue directing the Sheriff of Oxford County or his authorized representative to remove the defendant and his property therefrom.

The Plaintiff is to be solely responsible for carrying out the sale of the premises in an expeditious fashion. after payment of any taxes, cost or fees associated with the sale, exclusive of any broker's fees or sheriff's fees upon a Writ of Possession, with fees shall be paid from the defendant's share of the proceeds, the net proceeds of said sale

are to be divided equally between the parties: however provided, that the minimum payment which shall be retained by the Plaintiff from the sale of said house is Twenty Four thousand and oo/oo Dollars (24,000).

Further costs and expenses for repairs, maintenance, upkeep and payment for charges of utilites, heat and taxes shall be paid by the defendant. If not paid by the date of the sale they shall be deducted from his share of the net proceeds.

Neither party shall suffer waste or damage to the premises. Neither party shall encumber the same in any manner without the expressed written consent of the other.

II Order of July 3, 1986

It is further Ordered, Adjudged and Decreed that the Order of this court dated July 3,1986 is amended in Part IV, (Judgment). paragraph C. by Deleting Subparagraphs 1,2,4,5,6,7 and 8,as they pertain to defendant's obligation to market and sell theproperty and to pay rent to plaintiff, Subparagraph 3, relating to a Judgment amount and Interest

Thereon shall remain in full force and effect.

III Counsel FEES

Pursuant to the Court's Order of July 3, 1986, Counsel for Plaintiff has submitted a Statement of Service rendered supported by affidavit. for the prosecution and conduct of the hearings held June 13 and July29, 1986, The Defendant shall pay to Plaintiff The Sum of 546.02 as counsel fees and expenses incurred and the Plaintiff shall have Judgment against Defendant in the Amount. Execution to Issue. The clerk shall incorporate this order into docket by reference.

So Ordered

Dated August 4, 1986 Thomas Delhanty II

Justice Superior Court

MAINE SUPREME JUDICIAL COURT

DECISION NO. 4458
Law Docket No. Oxf. 86-370

GRACE A.ST.HILAIRE
Plaintiff

vs.

Decided MAY 29,1987

CLEMENT A.ST.HILAIRE
Defendant

The Defendant, Clement A.St. Hilaire Appeals from an order of the Superior Court (Androscoggin County), Which amends a Previously entered Divorce Judgment by transferring the right to sell the paerties'marital home from the defendant to his Exwife, the Plaintiff, Grace St. Hilaire. The Defendant argues that by the Transferring the responsibility for sale of the house to the Plaintiff, the Court effected a substantive change in the Distribution of marital property. We disagree and affirm the Judgment.

I.

The parties were divorced pursuant to a Judgment entered by the Superior Court

On December 8,1983. Inthat Judgment,the Court ordered the Defendant to take primary responsibility for selling the marital home" in a comercially reasonable manner so as to bring the best possible price" The sale was to be made within two years of the divorce Judgment.

On May 20, 1986, the Plaintiff filed a "Motion for Contempt/for enforcement of Divorce Judgment" alleging, Inter alia , That the defendant had failed to take responsibility for selling the Marital home under the terms of the divorce judgment.

A hearing was held on the Plaintiff's Motion on June 13, 1986. In an order dated July 3, 1986, The Motion justice found that the defendant had "Willfully failed to market and sell the premises." The court ordered the defendant to take immediate steps to sell the marital home and to report back to the court at a hearing to be held July 29,1986.

The second hearing was held on July 29, as scheduled.

The Court subsequently entered its order amending the Divorce judgment to transfer responsibility for selling the marital home to the Plaintiff.

II.

We conclude that the Superior Court did not comit any error of Law in Transferring responsibility for selling the home to the Plaintiff. As the Plaintiff Points out: "The distribution of the net proceeds of the sale of the Real Estate under the Amended Judgment was EXACTLY the Same as under the ORIGINAL divorce Judgment. All the Superior Court did in its Amended DivorceJudgment was to change the responsibility for selling the House from the Appellant to the Appellee."

Although it would be an error of Law for the Superior Court to change the Distribution of marital property specified in the original divorce judgment, See; e.g. Wardwell v.Wardwell, 458 a2d 750 (Me. 1983).

That did not occur in this case. The Court /did not make any change in that distributi-/ on , but properly exercised its power to enforce its previous divorce decree. CF Fitzgerald v. Trueworthy, 476 A 2d 183 (Me. 1984) (provision of divorce judgment ordering sale of marital home imposed In Personam obligation to sell property without affecting transfer of Marital assets). the entry is

Judgment Affirmed.

QUITCLAIM DEED

Recorded
Book 1517 page179

KNOW ALL MEN BY THESE PRESENTS.

13362

That: I, Clement A.St.Hilaire, of Rumford, County of Oxford, State of Maine, am conveying my Half (½) ownership in a tenancy in common of two-thirds (2/3)
To: Emelda A.St.Hilaire, and one-third (1/3) of my half ownership,
To Timothy L St.Hilaire, (son)
In Consideration of no value.
Paid by Emelda A.St.Hilaire, of said Rumford, Maine, and Timothy L.St.Hilaire and whose mailing address is:
649 Crescent Avenue, Rumford, Maine.
The Receipt whereof I, do hereby acknow ledge, do hereby remise. Release, bargain, Sell and convey and forever quit claim unto the said:Emelda A St.Hilaire 2/3 owner my half ownership, and Timothy L. St.Hilaire, 1/3 owner of my half ownership, tenancy in common.

Heirs and assigns forever,
a certain lot or parcel of land and all buildings thereon, (My half interest, which was declaraed by the Law Court, in a decision made on May 29th,1987 in Decree, situated in Rumford,Oxford County, State of Maine, being lots number four hundred fifty-seven (457) and Four humdred fifty-eight (458) On plan of Virgina Terrace,Book Plan A Of Book 623 Page 86. of Book 392 Page 296.
To Have and To Hold the same, together with all the privileges and appurtenances there unto belonging to the said:
Emelda a.St Hilaire 2/3 owner of My half ownership (Mother of Clement St Hilaire) and Timothy L.St.Hilaire 1/3 owner of My Half ownership, (Son of Clement St.Hilaire)
Signed and Sealed
Wit
Bruce D. Lavoie

Clement A.St.Hilaire

Notary October 23, 1987

Lorraine Y. Bard
Notary Public

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. OXF.87-544

GRACE A.ST.HILAIRE
Plaintiff

vs. ORDER
DECISION 4795

CLEMENT A ST.HILAIRE
Defendant

Decided June 29, 1988.

Defendant Clement A.St.Hilaire Appeals from an order of the Superior Court. Oxford County, finding him in Contempt of court for wilfully interfering with attempts by his former wife, Grace A St.Hilaire, the Plaintiff, to sell the marital home and failure to pay previously assessed counsel fees. With a modification in the Superior Court order amending the prior divorce judgment between the parties, we affirm.

The parties were divorced in 1983 In 1986,The Superior Court amended the divorce judgment and transferred the responsibility for selling the parties

Marital home from defendant, a real estate broker, to Plaintiff because of defendant's wilful failure to market and sell the premises. See St.Hilaire v.St.Hilaire 526 A 2d 28,29, (Me. 1987) (St.Hilaire I). Subsequent to our opinion in St.Hilaire I, Plaintiff filed a further motion to have defendant held in contempt and to enforce the amended divorce judgment.

After a Hearing on the Motion, the Superior Court found defendant in contempt because he "wilfully interfered with Plaintiff's good faith efforts to market and sell the premises" and unjustifiably failed to pay counsel fees as previously ordered. The Superior Court futher amended the amended divorce judgment inter alia to prohibit defendant from entry upon the premises and gave to plaintiff"Exclusive right, without the consent of defendant, to accept or reject any offer for the purchase of the premises" The Court also assessed additional counsel fees against defendant. This

appeal by the defendant is from that order.

A review of the record leads us to reject defendant's challenges to the Superior Court's findings that he interfered with Plaintiff's attempts to sell the marital real estate. Defendant transfered his interest in the property to his son and mother ina conveyance the court found to be Fraudulent. In addition, defendant placed his own "For Sale" sign on the property and constantly asserted his right to Co-Broker the sale of the real estate, contrary to the Court 's previous order, causing the real estate agency hired by the Plaintiff under an exclusive listing agreement to suspend its efforts to sell the property. Those Factual findings are supported in the record, Harmon v. Emerson 425 A2d 978,982,(Me.1981) and since the previously amended judgment gave to Plaintiff

"Sole and exclusive right to use and possession of the marital residence.

1. The conveyance was voided by the Superior Court. Property and all rights as may be necessary to market and sell the property," and prohibited either party from encumbering the property, we find no error in the Court's determinstion that defendant action were violations of the Court's prior orders. Defendant's Claim that he was unaware of the balance due and because the court failed to demonatrate its authority to assess such fees is likewise without merit. Under the divorce judgment as previously amended the net proceeds from the sale of the real estate were to be equally divided between plaintiff and defendant, but with plaintiff to receive a minimun of $ 24,000.00) The Superior Court in numbered paragraph 7 of its appealed from order, granted to Plaintiff"the exclusive rights, without the consent of the defendant, to accept or reject any offer for

Page5 Continued June 29, 1988 Decree the purchase of the property".because we read that provision as being subject to an implied condition of reasonableness, we reject defendant's contention that it impermissibly amends the divorce judgment by allowing Plaintiff either to sell the property for an unreasonably low price or to refuse to sell the property for a reasonable price. The Superior Court, obviously focusing on defendant's many efforts to interfere with the sale of the marital home, was merely making clear that the authority to accept or reject an offer for property was vested in the Plaintiff alone, without the necessity of Defendant's approval. Implicit in the order is a condition that plaintiff reject any offer not reasonable, and that any reasonable offer for the property be accepted. Cf.11M.R.S.A. 2-305 (1964) See. also Restatement Second of Contracts

204 (1981) Other claims made by the Defendant are without merit and require no discussion.

The entry is: The Judgment of the superior dated November 23, 1987 is modified in that number paragraph 7, is amended to read as follows.

'7. the Plaintiff has the Exclusive right without the consent of the defendant to accept any reasonable offer or to reject any unreasonable offer for purchase of the premises."

As modified Judgment Affirmed.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO.OXF-92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A.ST.HILAIRE

Upon Appellant's "Motion for relief of a Judgment rule 60 (b) mistakes or excusable neglect: of Constitutional Law of personal Property Rights.

It is ORDERED that the Motion Be, and it hereby is, Denied.

Dated March 26, 1993

For the Court,

David Roberts
Associate Justice.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. CV.92-166

GRACE A. ST. HILAIRE
Plaintiff

vs. ORDER

CLEMENT A. ST. HILAIRE

Defendant

Upon Appellant's "Motion exceptions of allowance overruling of a demurrer", treated as a Motion for Reconsideration

It is ORDERED That the Motion be. and it hereby is, Denied.

Dated May 27, 1992.

David Roberts

Chief Justice.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO.OXF 92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A.ST.HILAIRE

Dated Mar 18,1993

Upon appellant's "Motion of protective order of discovery sought, evidence of rental oppressed, unjust use of power",

It is Ordered that the Motion be and it hereby is, Denied.

Dated March 18,1993

For the Court.

David L. Roberts
Associate Justice

STATE OF MAINE

SUPREME JUDICIAL COURT

P.O. BOX 368

James C. Chute
Clerk of the Law Court
Reporter of Decisions
Executive Clerk of the
SUPREME JUDICIAL COURT.

Area Code 207
telephone
822-4146

January 22,1993

CLEMENT A.ST.HILAIRE
1133 CENTER STREET
P.O.BOX 3163
AUBURN, MAINE 04212

vs.
GRACE ST.HILAIRE
Counsel ROBERT E.MULLEN ESQ.
P.O. BOX 190
AUBURN, MAINE 04210

RE: Clement A.St.Hilaire v. Grace St.Hilaire

Law Docket NO. Oxf. 92-391

Dear Counsel:

The record on appeal in the reference matter became complete on January 22,1993 following the filing of the original record and transcript.

THe Appellant brief and the appendix are due to be filed on or before March 4, 1993.

The Appellee's Brief is due to be filed with in 30 days after service of Appellant's Brief.

A Reply brief, which should be submitted in response to any new matter raised by Appellee's brief, is due to be filed by the Appellant within 14 days after service of Appellee's Brief.

Counsel are advise that the Court encourages the Appellant to file a Reply brief when appropriate.

Please comply with the requirement that Statutes be reproduced in the briefs, M.R.Civ.P. 75 A (d).

If Counsel adhere to the above briefing schedule, this case will be in order for oral argument at the May term. Requests for preferences in scheduling cannot be met unless made at lease 30 days in advance of the start of the term. The Term calender is ordinarily mailed to counsel about 3 weeks in advance of the term.

James C, Chute.
Clerk of the Law Court

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV 81-152

GRACE ST.HILAIRE
Plaintiff

ORDER

v.

CLEMENT ST.HILAIRE
Defendant

The Court has reviewed defendant's Motion filed March 27, 1992. the Motions and supporting affidavit indicate that defendant received notice of the March 26 hearing, any suggestion that the clerk advised the defendant that the case would not be reached until March 27, is false. Court was not even scheduled in South Paris on March 27, 1992

It is Ordered:

1. Defendant's Motion for Contempt Filed March 27, 1992 is denied.

2. Defendant's Motion for a New Trial filed March 27, 1992 is Denied,

Dated April 6, 1992.

Donald G. Alexander.
Justice Superior Court.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. CV.92-166

GRACE A.ST.HILAIRE
Plaintiff

ORDER

vs.

CLEMENT A.ST.HILAIRE
Defendant

Upon Motion of Appellee to Dismiss the Appeal,

It is Ordered that the Motion be, and it hereby is, Granted , The above named Appeal is hereby Dismissed as being interlocutory and premature.

Dated May 18, 1992.

For the Court

David Roberts

Associate Justice.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO.CV.81-152

GRACE A.ST.HILAIRE
Plaintiff

ORDER

vs.

CLEMENT A.ST.HILAIRE
Defendant

Dated Mar. 26 1992

After hearing, and based on the discussion on the record,

Ordered:

1. Defendants Motion of Contempt is dismissed with prejudice.

2. Defendants Motion for Subpoena dismissed.

3. Defendant Motion to dismiss is dismissed with prejudice

Dated March 26,1992

Donald G.Alexander
Justice Superior Court.

STATE OF MAINE SUPERIOR COURT

OXFORD,ss. CIVIL ACTION

DOCKET NO. CV81-152

Law docket OXF. 89-227

GRACE ST.HILAIRE
Plaintiff

vs. Hearing

CLEMENT ST.HILAIRE
Defendant

Before Honorable Thomas E.Delahanty III.

Justice of the Superior Court.

Androscoggin County Courthouse.

Auburn, Maine

May5,1989

Appearance

Plaintiff Robert E.Mullen

Defendant Pro-se

Clement St.Hilaire.

Court reporter Continued

Page 25.

Line 20,

Court Question: The funds that you received from the Rental, what did you do with these funds?

Grace Answer: I, have accounts, two accounts One escrow account with an escrow deposit and then the other account with the balance. I, haven't touched it

Page 26.

Other than taking out mony that is needed to take care of any little items that I, need to no the property and I, can account for that.

Line 4

Court Question: Can you address to the Court approximately how much you are getting a month for rental?

Grace Answer: $ 500.00 .

Court Question Are the renters paying any heat or have you paid the heat yourself?

Page 3 Court Reporter 1989 May 5,

Court Question; Line 9.

Grace Answer: Whereas---------

Line 22.

Court Question: Now you are receiving $ 500.00 a month; is that correct?

Grace Answer! Yes.

Court Question All right,are you, out of this $500.00 amonth,are you paying certain expenses?

Grace Answer Presently no. I,have Paid.

Court Question: What are you doing with the $500.00 a month?

Grace Answer: I am putting it in an account. I haven't paid taxes onit,I haven't touched it other than the fact-- because--I don't know if it belongs to me or belongs to him or it belongs to us. I don't know.So I haven't even paid taxes on it. It's just sitting there.

Court Question; All right. To extent that at such time as this property is

Page 27 Line 13

Court Statment Ordered:Sold, if there is a sum of money in this account, Let's call it an escrow account, are you willing or is it your intent that this money be divided as proceeds of the sale.

GRACE answer: Oh, sure.Ihave no problem with that.

Court Statement: All right, Thank you. You may proceed.

Open Court: Line 8 line10,

Grace Testify: However, since then, I could almost see it should be lower. The property has gone downhill. I mean definitely it's in need of a roof, it's in need of a new furnace, it's in need of paint. In this period of time it has depreciated.It would have been okay for a few years to sell it, it would have sold, there would have been no problem but since then all these things have come up but I would stand firm with the price that we have listed. 94.

Court Reporter of May 5,1989

Page 60.

Court Thomas Delahante III.

Court Statement

Lines 1to 10

Now, as far as Broker's Fees, Taxes, upkeep, and so forth, those are your responsibilities and they are to be deducted from your share of the proceeds in the sale and if you haven't paid the attorney's fees by the time that the matter is sold, he can deduct the attorney'f fees that have been previously ordered and I'm going to order Them.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV-81-152

GRACE A.ST.HILAIRE

vs.

CLEMENT A.ST.HILAIRE

Before

The Honorable Donald G.Alexander, Justice of the Superior Court, at Kennebec County Courthouse, Wednesday August 5, 1992.

Appearances:

Robert E. Mullen Esq
for the Plaintiff

Clement A.St.Hilaire

Appearing Pro-Se. COURT REPORTER.

This Matter came for hearing before the Honorable Donald G.Alexander, Justice of the Superior Court, at Kennebec County Courthouse, Wednesday, August 5,1992.

Court: Okay The next matter we have before the Court is Docket Number 81-152, oxford County, Grace St,Hilaire vs. Clement St.Hilaire. would the parties come forward at this time and -what we're before the court on today is essentially a continuation from the \pril 2nd Hearing or the April 2nd Order, Actually, which followed a previous hearing, where Mr.St. Hilaire, although noticed, failed to appear at the hearing. Mr.St. Hilaire had been a contempt finding was issued, based on the testimony presented, and we continued the matter to when Mr.St.Hilaire could be present or would choose to be present or was ordered to be present,precisely to appropriately determine how the contempt should be disposed of. The reco-

ord should reflect that we are not going to re-argue Today or represent today those matters which were presented in the previous hearing that Mr.St.Hilaire chose not to attend. The Issues today are what ought to happen with respect to contempt finding that was entered in Oxford County, Several Months ago Anything before we proceed with the hearing?

Clement St.Hilaire Defendant Appearing Pro-Se. Your Honor, could I make a gesture of the facts that remain? the county clerk had told me at the time my case would be the Last case in the agenda, and she said it would be the second day of the hearings, and that's why I misunderstood. In Fact, I appeared the next day at the courthouse to address the issue, in fact my son was with me at the time, and

Court: Mr.st.Hilaire, I, already found that was false.

Mr.St.Hilaire: That was false?

Court: That's right. The clerk would not have told you that because I, wasn't even scheduled to be in Oxford Countythe day you claim the hearing was scheduled for.

Mr.St.Hilaire: Well, it might be false.I'm sorry, your Honor, but this is what I understood, and she told me that in person. And I Wouldn't of done it the second day what was my purpose of going there the second day? I, mean, excuse me, your Honor, I'm just declaring the facts: that's all I'm doing The Alimony was paid to date, as of that date.

COURT: Mr. St.Hilaire We're not re-arguing You had a Chance to appear before.

Mr.St.Hilaire; Okay. Then it---

Court: The only issue I'm addressing today,

WAS HIS CONTEMPT SANCTION WITHOUT ANY HEARING.

NO: Due Process of Law no Testimoney, or Cross-Examination